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Irvington Ufsd And Irvington Faculty
Assn

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$\frac{296}{9205}$ $\frac{SD}{RN}$

THE IRVINGTON UNION FREE SCHOOL DISTRICT

AND

THE IRVINGTON FACULTY ASSOCIATION

COLLECTIVELY NEGOTIATED AGREEMENT

JULY 1, 1997 - JUNE 30, 2002

RECEIVED

MAY 10 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Teachers - 156

Nurses - 3

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ARTICLE I - RECOGNITION

The Board of Education of the Irvington Union Free School District, Town of Greenburgh, Irvington, New York (hereinafter referred to as the "Board" or "BOE"), hereby recognizes the Irvington Faculty Association (hereinafter referred to as the "Association" or "IFA") as the exclusive representative of professional employees of the Board including all classroom teachers, program chairpersons, guidance counselors, school psychologists, nurse-teachers and librarians, but excluding teachers employed by B.O.C.E.S. and personnel having supervisory duty, that is the Superintendent of Schools, Assistant Superintendents, Principals, Assistant Principals, Business Administrator and Directors, for the purpose of negotiating collectively in the determination of the terms and conditions of employment as defined in the public Employees Fair Employment Act and in the settlement of grievances arising under the aforementioned terms and conditions of employment. Unless otherwise indicated, the term "teacher" when used in this Agreement shall refer to a member or members of the unit defined herein. The contract applies to those professional employees who work full-time or "part-time", part-time being defined as those who have worked continuously on at least a half-time basis for at least one year.

ARTICLE II - NEGOTIATION PROCEDURES

- A. The negotiation procedures to be utilized by the Board and the Association shall follow those stated in the Taylor Law.

- B. All negotiation sessions will be private but either the Board or Association may utilize consultants.
- C. Negotiations are to begin by no later than the 15th of January of the year in which the then existing contract expires.
- D. The Association shall have reasonable access to budget and statistical information prior to the start of negotiations.
- E. The Association may, during the duration of this Agreement, submit to the Board in writing, proposals relating to matters of professional interest to teachers.

Upon receipt of the proposals the Board will request the Superintendent of Schools (with whatever staff he may deem necessary) to review said proposals and advise the Association and the Board of his conclusions and positions on said proposals.

In the event that the position of the Superintendent of Schools does not support any such Association proposal(s) or part thereof, the representatives of the Association may, at their request, meet with the Board, in the presence of the Superintendent of Schools for the purpose of discussing any such proposals(s) or part thereof. This same procedure shall be

followed in the case of an Association proposal, which has been supported by the Superintendent of Schools but thereafter not adopted by the Board.

ARTICLE III - ASSOCIATION'S RIGHTS

The Board and the Association agree to the following rights and privileges of the Association.

- A. The Board of Education will not discriminate against teachers with respect to hours, wages, terms or any conditions of employment by reason of membership in the Association, or because of participation in any of the activities of the Association, or because of participation in collective professional negotiations with the Board of Education.
- B. The Association shall have the right to use school buildings for Association meetings after school hours, the cafeteria for serving refreshments. Reimbursements shall be made by the Association for school supplies used.
- C. The Association shall be entitled to one meeting per month after the conclusion of formal classes.
- D. Time for additional after-school meetings will be available to the Association if arranged in advance and approved by the Superintendent of Schools.

- E. Copies of the minutes of all Board of Education meetings will be sent to the President of the Association.
- F. During the last year of this contract the negotiation team (three [3] members) of the Association will be released from all duties for two (2) school days. The Association will give reasonable notice to the building principals as to the days desired.
- G. The President of the Association shall be exempt from the following extra duties: lunch, study hall, detention, bus, playground duty, and gym duty.
- H. The President of the Association shall be granted release time of one non-teaching period per week to administer the contract with telephone available. Such time will be agreeable to both the building Principal and President of IFA.
- I. Professional room(s) shall be provided in each building for the exclusive use of the professional staff except in extenuating circumstances affecting the educational program.
- J. Student teachers, paraprofessionals and volunteers shall not be assigned regular teaching duties in lieu of hiring a teacher.

- K. The professional staff will be involved in budget preparation with the Building Principal and/or Program Chairperson.

ARTICLE IV - SALARY

A. Basic Automatic Salary Schedule

1.a. A series of Basic Automatic Salary Schedules is hereby adopted which consists of columns each containing steps. Each column is designed to give recognition to academic achievement, hours of approved credit and certain outside related experience. The steps in each column are designed to reflect years of teaching experience. All teachers are assured of payment in accordance with these schedules.

Schedule "A" will be in effect from July 1, 1997 until June 30, 1998.

Schedule "B" will be in effect from July 1, 1998 until June 30, 1999.

Schedule "C" will be in effect from July 1, 1999 until June 30, 2000.

Schedule "D" will be in effect from July 1, 2000 until June 30, 2001.

For the school year July 1, 2001 through June 30, 2002 a Schedule "E" will be created based upon the formula of C.P.I. plus 1% with a minimum percentage increase of 2.50% and a maximum percentage increase of 4.00% using the January 1, 2000 - January 1, 2001 New York-Northeastern New Jersey CPI-U.

B. Pre-Tenure Salary

Effective July 1, 1999 teachers appointed to a probationary period and substitute appointments will have their salary calculated as follows:

1. In the first year of employment in the District, teachers will receive 92% of their appointed step on the salary schedule.
2. In their second year of employment in the District, teachers will receive 94% of the next step on the salary schedule.
3. In their third year of employment in the District, teachers will receive 96.5% of the next step on the salary schedule.
4. Upon receiving tenure, either after two or three years, teachers will receive 100% of their appropriate step.

NOTE: Effective July 1, 1999 part-time employees shall be placed at 100% of their appropriate step pro-rata in their fourth year of continuous employment as a part-time teacher. Part-time teachers hired before July 1, 1999 are grandfathered at 100% of step placement. In all other respects part-time teachers are subject to b.1., b.2. and b.3 above.

- C. Each staff member will choose either a twenty-one (21) or twenty-five (25) paycheck package by the end of the previous year.

D. Annual Increments

1. Increments, which advance a teacher to steps 6, 9, 12, 15 and 17 on the salary schedule, shall be granted only with recommendation by the Building Principal and the prior approval of the Board of Education. If the Board does not grant such approval to a teacher in any year, said teacher shall be eligible for Board approval to advance to that step in the next year. Advancements to other steps will be automatic. Failure of the Superintendent of Schools to make any recommendations shall be considered a recommendation for approval.
2. The failure or refusal of the Board to approve advancement of any teacher to step 6, 9, 12, 15 or 17 shall be based solely on factors relating to the teacher's performance of professional duties and responsibilities.
3. If the Superintendent of Schools intends to recommend that advancement of a teacher to step 6, 9, 12, 15 or 17 not be granted for the next school year, s/he shall give the teacher written notice by February 1, stating his/her reasons, and making recommendations to the teacher. S/he shall make at least one (1) further observation of the teacher prior to May 1, and on or before said date will make his/her recommendation to the Board with respect to granting or not granting the step advancement, and advise the teacher, stating reasons. His/her recommendation and

the Board's decision shall be based upon the teacher's entire record for the previous three years.

4. If the Board fails to approve a teacher's step advancement by June 15, or if the teacher is dissatisfied with the Superintendent of School's recommendations of the Board's decision, Article XI hereof shall not apply.
 - (i) The teacher may by July 15 of that year submit to the Board a written request for a review of such recommendation or decision by an arbitration panel composed of one (1) representative of the IFA, one (1) representative of the Board and a Chairperson appointed by the American Arbitration Association. Panel members shall be designated within fifteen (15) days of such request.
 - (ii) Such panel shall conduct a hearing and report to the Board and the teacher in writing as to whether it believes there was just cause for the recommendation or decision in question, but such report will be advisory only. The Board shall give due consideration to such report, but shall not be bound by it.
5. All teachers must be in column 3 by step 12. This does not affect certification regulations which may require teachers to be in column 3 prior to step 12.
6. For persons on the staff prior to July 1, 1969 the masters degree will be equated to thirty (30) credits in determining salary placement. For all teachers whose service

begins after July 1, 1969, the hour requirements of the masters degree will be determined by the university awarding the degree.

E. Professional Improvement

1. In-service credit - In-service credit will be given salary credit with the approval of the Superintendent of Schools. No more than six (6) in-service credits may be applied to each fifteen (15) point salary differential. In-service credit shall be granted at the rate of one (1) per fifteen (15) hours of classroom instruction.

2. Course Approval

- a. No approval is needed for any graduate course in the teacher's subject field.
- b. All other courses not described above must be approved in advance by the Superintendent of Schools.
- c. Effective July 1, 1999 for all teachers, changes in salary column will occur only twice a school year - once in fall semester and once in spring semester. All transcripts for fall semester change must be received by November 1 and all transcripts for spring semester must be received by April 1.

F. Career Increment (Longevity)

Commencing in the beginning of the following years of credited service teachers will receive the following additional salary per year:

Years of Service

20	\$1,500.00
25	\$1,500.00
30	\$1,500.00

G. Doctoral Degree

A teacher with an earned doctoral degree will receive an additional \$1,500.00 in salary which will be paid only for an earned doctorate from a school of education or a doctorate in a teacher's subject area. Such additional salary shall be represented by doctorate column on the salary scale, which column shall be the amount of each step in MA+60 plus \$1,500.00. The annual percentage increase shall not apply to the doctorate column. All doctorates received prior to July 1, 1980, must also qualify under this standard for continued payment of the doctorate stipend.

H. Special Assignments

1. The following special assignments are annual appointments made by the Board of Education and the Superintendent of Schools.
2. Teachers will be notified of vacancies as they occur by posting in each building so that they may apply for the positions or express their views.

a. Program Chairperson

1. The teaching load will be one (1) period per day less than other teachers in that department.
2. Program Chairpersons will work the school calendar plus two (2) weeks to be determined jointly by the Building Principal and Program Chairperson.
3. Effective July 1, 1999, subject to agreement between the parties on a job description, compensation is that of the classroom teacher, plus 5% for the additional two (2) weeks of work, plus 6% of BA Step 1 for the added responsibility.

b. Director of Physical Education and Health

1. A teacher who is appointed as the Director of Physical Education and Health will work the school calendar plus two (2) weeks to be determined jointly by the Superintendent of Schools and the Director.
2. Compensation is that of the classroom teacher, plus 5% for the additional two (2) weeks plus 6% of BA Step 1 for the added responsibility.

c. Computer Coordinator

1. A teacher who is appointed as the computer coordinator will work the school calendar plus two (2) weeks to be determined jointly by the Superintendent of Schools and the Coordinator.
2. Compensation is that of the classroom teacher plus five (5) percent for the additional two (2) weeks of work plus \$3,482.00 for the added responsibility.

d. Team Leader

Effective July 1, 1999 subject to agreement between the parties on a job description for team leaders (Grades 6, 7 and 8), the annual stipend for teachers appointed as team leaders shall be 10% of BA Step 1.

e. Elementary Grade Level Coordinators

Effective July 1, 1999, subject to agreement between the parties on a job description for Elementary Grade Level Coordinators (Grades K-5), the annual stipend for Elementary Grade Level Coordinators shall be \$1,000.00. The elementary grade level coordinator program shall be evaluated during the 1999-2000 school year and shall be subject to a mutually agreed upon adjustment for the following school year.

f. Disciplinary Assignment

The annual stipend for high school teachers who are given the disciplinary assignments shall be 6% of BA Step 1.

I. Professional Openings

Teachers will be notified by a posting of any professional openings in each building.

J. Compensation for Sixth Period

Effective July 1, 1999 all members of the bargaining unit who teach a sixth period will do so voluntarily and will be paid a \$5,000.00 annual stipend and shall not be assigned non-instructional duties while assuming the responsibilities of such a sixth period course.

K. Adjustments to Salary Schedules

For all teachers appointed beginning with the 1999-2000 school year, the MA+45/BA+90 salary lane is eliminated for salary placement purposes.

ARTICLE V - OTHER AREAS OF PROFESSIONAL COMPENSATION

A. Health Insurance

1. The Board shall continue to participate in the Southern Westchester Schools Cooperative Health Plan. Benefits shall be subject to the terms of the insurance plan

in effect. In order to be covered, teachers must apply to the office of the District Clerk.

2. Teachers with Family coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 1999	\$400.00
Effective July 1, 2000	\$450.00
Effective July 1, 2001	\$500.00

3. Teachers with Individual coverage shall contribute toward annual health insurance premiums as follows:

Effective July 1, 1999	\$200.00
Effective July 1, 2000	\$225.00
Effective July 1, 2001	\$250.00

4. The Board will continue to pay 100% of the health insurance premium for teachers (and spouses) who at the time they retire into the retirement system have at least ten (10) years of credited service in the Irvington School District.

5. For part-time employees who elect to participate, the BOE will pay a prorated portion of the premium paid by the Board, prorated according to their part-time employment, and the employee must pay the remaining amount.

6. The Board and the IFA recognize the problem of funding health insurance caused by escalating premium costs and agree to work cooperatively in considering changes of insurers where comparable benefits may be obtained. In this regard, it is understood that the Board has the right to change carriers so long as there is no change in the overall benefit structure of the Plan. However, the Board may change co-pays and deductibles moderately for cost savings. The Board shall provide four (4) months notice of any change to provide an opportunity for discussion. If the IFA feels the changes are other than moderate in nature it may submit the matter to expedited arbitration pursuant to Article XI.
7. Teachers who have health insurance coverage through another source may opt to waive coverage under the District's insurance policy for a full year by completing the appropriate form furnished by the District. The Board will pay these teachers an amount equal to fifty (50%) percent of the premiums that would have been expended on their behalf. Teachers electing to waive their coverage must do so by February 1 with the provisions of this section taking effect on September 1. Payment to the teacher shall begin with the first half payment on October 15 and a second payment on April 15. Full coverage may be reinstated by notifying the District in writing no later than April 1 for the succeeding year.

Reinstatement shall take place on September 1. In the event of an emergency causing the loss of insurance through another source the previously stated notification

deadlines will be waived to the extent that there is no conflict with the requirements of the District's insurance carrier. If reinstatement occurs due to such emergency conditions, the teacher will repay (pro rata) any amount already forwarded to him/her.

B. Excess Medical Expense Coverage

The Board will pay the premium for excess medical expense coverage over and above the existing health insurance program. This insurance will provide coverage up to a maximum of \$1,000,000.00 for each teacher and his/her or her spouse and dependent children up to age twenty-four (24), with the option by the teacher to cover any additional cost for coverage for other dependents whom the teacher wishes to include subject to the terms of the insurance plan in effect. In order to be covered, the teacher must apply to the office of the District Clerk.

C. Life Insurance and Long Term Disability Insurance

(1) The Board will pay the full cost of "term" \$70,000.00 insurance. (2) The Board will pay the full cost of a long term disability insurance policy with a ninety-day (90) waiting period, 60% of income payable to age sixty-five (65) due to disability resulting from sickness or accident.

D. Teacher Benefit Fund

The Board will pay the following amounts to a teacher benefit fund per teacher in each year of the Agreement as an additional fringe benefit for Dental, Optical and other like benefits as follows:

Effective July 1, 1999	\$675.00
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Effective July 1, 2000 \$725.00

Effective July 1, 2001 \$775.00

The application of these funds to additional fringe benefits shall be the responsibility of the Association. Payment will be no later than October 15.

For part-time employees, the BOE will pay a pro-rated portion of the appropriate annual payment.

E. Flex Benefit Plan

The Board will provide members of the bargaining unit with an IRS Section 125 Plan.

F. Education Allowance

Effective July 1, 1999 for all teachers, the prior provisions of this article are deleted and there will be no reimbursement for course tuition.

G. School Improvement Plan

The School Improvement Plan is designed to serve as an incentive to teachers to become involved in the planning and initiation of new methods and materials which will be of benefit to the Irvington school system.

Under the plan, teachers may receive financial recognition for approved proposals in any one of the following areas: Administration, Curriculum, Guidance, or Community Involvement. In order for a teacher to receive a grant of this nature, it is necessary that he or she be actively involved in the implementation of his or her proposal.

A teacher who has had a proposal which he or she thinks would come under the hearing of School Improvement must submit this proposal in writing to his/her Program Chairperson (High School and Middle School) or Building Principal.

1. This person(s) should meet with the teacher for discussion and possible revision of the proposal. If the proposal meets with his/her approval, he will submit it to a committee consisting of the Superintendent of Schools and the Building Principals.
2. The Committee will decide if the proposal is one which is useful for Irvington, either as is or with revision, and then the Chairperson of this Committee, the Superintendent of Schools, will submit the proposal to the Board.
3. The Board of Education will vote on the acceptance of the proposal. Once passed, they will then appropriate a sum of money to be paid to the teacher involved.
4. The teacher will be informed of the decision of the Board of Education.

H. Early Retirement Incentive

1. Teachers who are eligible to retire into the New York State Teachers Retirement System who by no later than March 1, 1999 submit an irrevocable resignation effective July 1, 1999 for the purpose of retirement shall be paid an early retirement incentive of sixty (60%) percent of base salary. The teacher shall receive two equal payments, one no later than December and one no later than June of the school year following retirement or as otherwise mutually agreed between the District and the retiree.
2. Teachers who are eligible to retire into the New York State Teachers Retirement System who by no later than February 1, 2000 submit an irrevocable resignation effective July 1, 2000 for the purpose of retirement shall be paid an early retirement incentive of fifty (50%) percent of base salary. The teacher shall receive two equal payments, one no later than December and one no later than June of the school year following retirement or as otherwise mutually agreed between the District and retiree.
3. There shall be no other entitlement to an early retirement incentive except as set forth above for the duration of this agreement.

ARTICLE VI - EXTRA DUTIES

A. Coaches and Advisors, Selection Procedure

1. Notification of available coaching and paid advisor positions will be given to the entire staff in order that any interested teacher may apply.
2. Selection of advisors will be made by the Building Principals with the approval of the Superintendent of Schools and the Board of Education.
3. Upon notification of removal of an advisor or coach, the person removed will have the right to an explanation as to the reason for removal.

B. Extra Duties, including Athletics

1. In the employment of teachers or their assignments to classes, an extra class or duty will not be a condition of either employment or assignment.
2. Student activities at all grade levels are to be encouraged and supervised by appropriate teachers. When supervision of social or athletic events proves hazardous or unpleasant, those events will be promptly reviewed by the faculty council and the administration.

3. Teachers shall be remunerated for extra duties as specified by schedule. (Schedule D) Chaperone pay shall be as follows: \$50.00 per event; \$75.00 plus expense for approved overnight events.
4. Upon the creation by the Board of new extra duties calling for remuneration, the Superintendent shall notify the IFA for the purpose of jointly establishing an appropriate pay schedule for such new extra duties. If there is no agreement between the District and the IFA as to an appropriate pay schedule after thirty (30) calendar days, the Board shall unilaterally establish a temporary pay schedule which shall remain in effect until the IFA and the Board establish a mutually agreeable pay schedule. Any pay schedule mutually established for new extra duties created by the Board during the term of this Agreement shall be added to Schedule D. However, nothing herein shall be construed to require the Board to create or maintain any such extra duties.

C. Athletics

1. Coaching assignments for the school year beginning in September will be submitted to the Board in June of the preceding year, and coaches will be informed of such assignments before the close of the school year.

2. The athletic director will fill all coaching positions with the approval of the Superintendent of Schools and Board of Education.
3. No individual will be permitted to coach more than two sports a year, including intramural, except in unusual circumstances at the discretion of the athletic director with Board approval. When such exception is made by the Board, the individual taking the extra sport will be paid.
4. Coaches will be remunerated as specified by schedule (Schedule E).
5. Salaries will conform with state law which mandates equal pay for equal work.

ARTICLE VII - LEAVES

A. Committee For Leaves

A Committee for Leaves, hereafter in this Article VII referred to as the "Committee" shall be formed to establish criteria and to recommend policies for all Professional Leaves (see B below). This Committee shall consist of two (2) members (administrative personnel) appointed by the Board and two (2) members by the Association. The Committee shall be chaired by the Superintendent of Schools. An applicant may not be a member of the Committee. With regard to professional leaves, in the absence of exceptional circumstances, not financial, the Board agrees to follow the

recommendation of the Committee and to approve only those who have been found to meet the established criteria and have been recommended by the Committee.

B. Professional Leaves (Meetings, Conferences and Workshops)

1. Leaves shall be granted without loss of pay or leave time for attendance at approved professional meetings, conferences and workshops for professional improvement.
2. The Committee shall establish criteria for approval of conference requests. Requests will be considered by the Board of Education upon the endorsement of the Committee and submission by the Superintendent of Schools.
3. The Committee shall establish a pro-rata amount of money by June 1 for elementary, middle school, and secondary faculty to attend conferences and conventions. The Committee shall have the right to establish a cut-off date during the course of the school year after which no requests can be honored.
4. There shall be a uniform rate of reimbursement for leaves to all professional employees for travel at the rate of no less than \$.24 per mile not to exceed tourist fare, airline, minus tax. Essential expenses for hotels, meals, registration to the legal limit and other necessary fees while attending authorized professional activities shall

be reimbursed. Paid receipts, or reasonable explanations where receipts are not obtainable, shall accompany requests for reimbursement.

Visiting Days

- a. Teachers may visit schools and colleges on matters related to their own work at their own expense. No deduction in pay will be made for such days.
- b. Visiting days may be taken only with the permission of the Building Principal and normally would not exceed two (2) days per year.
- c. Visits suggested by the administration must have prior Board approval, and then normal expenses will be paid.

C. Leaves of Absence

1. A leave of absence may be granted without pay for valid reasons with the approval of the Board.
2. The leave of absence may be no longer than two (2) years.
3. Notice of intent to return must be given by the first month of the last semester prior to return. Agreement to provide such notice shall be a condition of granting the

leave. Failure to provide notice in a timely manner shall constitute a resignation effective when the notice was due except in extenuating circumstances.

4. Possible reasons for leave of absence would include, but not be limited to, work in the Peace Corps, or ISTA, recuperation from illness, service with NYSUT or other professional associations, graduate study, and study related to the teaching profession.
5. During such leave, a teacher will not be entitled to any benefits underwritten by the Board of Education, or any steps of promotion normally allowed. In those instances where a benefit is contributory, such may be continued during leave if prepaid by the teacher in advance.

D. Parental Leave

A parental leave will be granted upon request. It shall be for no longer than twenty-four (24) months, and the teacher must return at the start of the school year, provided, however, that in the event a teacher would thereby lose seniority ranking, the teacher may return at the start of the previous semester. Written notice of intent to return must be given at least sixty (60) days in advance. Written notice of intent to return must be given by the first month of the last semester prior to return. In the case of maternity leave, the school physician shall determine the physical fitness of the teacher to work both during the pregnancy and after the birth of a child. In the case where a personal physician determines the physical condition, that doctor will notify the school physician

of such findings which will be accepted by the District. Such leave must be initiated no later than one (1) month after the birth or adoption of a child (children). During such leave, a teacher will not be entitled to any benefits underwritten by the Board of Education, or any steps of promotion normally allowed. In those instances where a benefit is contributory such may be continued during leave if prepaid by the teacher in advance.

E. Jury Duty

A teacher who is called for jury duty will receive his or her regular salary and will have no time deducted from his or her sick leave and/or personal days. However, if a teacher receives jury duty pay for a day when school is in session, he or she will turn that amount over to the District, less the amount paid for travel expense.

F. Personal Business Leave

Each teacher will be granted three (3) personal business days per year for the first year of employment, four (4) days for the second year of employment, and five (5) days for the third and each year thereafter of employment, but these days shall not be accumulated. All personal business days shall require reasonable notice and the reason for such absence. However, upon reasonable notice and reasons no approval shall be required.

Effective July 1, 1999, unused personal days may be banked by the teacher as accrued sick leave at the end of the school year on the basis that two unused personal days shall equal one additional accrued sick day. In all instances, teachers seeking to use their fifth (5th) personal day

in a school year before or after a holiday must obtain the approval of the building principal which may be granted or denied in the building principal's sole discretion.

G. Leave for Family Illness and Death in the Family

Three (3) days leave with no deduction in pay will be granted for illness in the immediate family. These days will neither be accumulated or deducted from sick leave. The immediate family is here defined as father, mother, brother, sister, son, daughter, husband or wife.

Three (3) days leave with no deduction in pay will be granted for death (each occurrence) in the immediate family. These days shall neither be cumulative nor deducted from other authorized leaves. The immediate family is defined as mother, father, sister, brother, children, mother and father-in-law, grandparents, husband or wife.

If an aunt, uncle, significant other, or cousin dies, the teacher may request based upon demonstrating a compelling reason, the principal grant a bereavement day. The building principal may grant or deny such day in his or her sole discretion.

H. Sick Leave

1. No deduction in pay will be made for absence of six (6) days or less for illness for the first year of employment, eight (8) days or less for illness for the second year of employment, and ten (10) days or less for illness for the third year and each year thereafter of employment.

2. A teacher in his or her first year of service in Irvington will be allowed fourteen (14) days of illness before any loss of pay. This allowance covers the first two (2) years of service in Irvington. If a teacher leaves the district in less than two (2) years, having used more than his or her prorated amount of sick leave, his or her salary will be adjusted accordingly.
3. A noncumulative reserve of thirty (30) working days will be available to each teacher for an extended illness. Extended illness shall mean an illness or disability of thirty (30) or more working days. This reserve shall be in effect only after the accumulated sick leave has been used up. Thereafter, the teacher will receive the difference between his or her salary and the amount paid for the substitute employment until the long term disability insurance becomes effective.
4. Unused sick leave up to six (6) days for the first year of employment, eight (8) days for the second year of employment, and ten (10) days the third year and each year thereafter of employment shall be cumulative over succeeding years with no maximum limit. Whenever a teacher is absent more than eight (8) days in the second year of employment and ten (10) days in the third year and each year thereafter of employment, the additional absence shall be deducted from the cumulative total.

5. If a teacher has sick days remaining at the time the long term disability becomes effective, he or she may choose to have the Board pay the difference between his or her full salary and the insurance company payment (60%). If the Board pays the 40% difference, the remaining accumulated sick leave will be reduced on a pro rata basis.
6. A teacher who has been absent for illness for ten (10) consecutive school days shall be examined by the school physician within three (3) days prior to return to duty. The school physician shall certify to the Board of Education, in writing, that said teacher is physically capable of resuming his or her duties.

ARTICLE III - WORKSHOPS

- A. Workshops during the school year (no more than ten [10] hours per year and not including staff meetings) in support of a school program may be required of certain teachers.

If so, there shall be no cost to the teacher.

- B. 1. Effective July 1, 1999 for other workshops, seminars, staff development and curriculum work that is conducted during the summer and other vacation periods, payment will be made at 1/200th of BA Step 1 or a pro-rated portion thereof if appropriate. Attendance at such workshops, etc. shall be voluntary.

2. Workshop applications from individual teachers received outside the budget process and no later than March 1st shall be reviewed by the Conference and Leave Committee (see Article VIII) which shall make recommendations to the Superintendent. The Board and Administration may initiate requests for proposals as part of the budget process with such requests to be posted.

C. Coordinator of approved workshops by Superintendent of Schools shall be compensated as follows:

Coordinator of Workshops

5 weeks	\$ 51.00
10 weeks	\$102.00
15 weeks	\$153.00

Teacher Conducting Workshop

Per hour	\$21.00
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ARTICLE IX - ADMINISTRATIVE - TEACHER LIAISON COMMITTEE

A. Membership

1. Two teacher representatives of the Faculty Association Executive Council from each building elected by teachers in their respective building, plus the IFA President serving ex-officio.

2. Superintendent of Schools and an Administrator from each building.

B. Functions

1. To advise with respect to formulation and administration of educational policy.
2. To aid administrative staff in implementing educational policy with the teaching staff.

C. Appropriate topics for the agenda would be such things as system-wide grading policies, curriculum development and practices for grouping students; but not limited to these.

D. General educational policies will not be introduced without being presented to the Committee for their consideration.

E. The Committee shall meet one afternoon each month after the conclusion of formal classes.

ARTICLE X - FACULTY COUNCILS

A. There shall be a faculty council in each building consisting of an administrator and teachers from that building. Membership shall be elected by the faculty in each building and shall be representative of the total staff. Meetings will be held at the discretion of the council after the conclusion of formal classes.

B. The faculty council shall advise with respect to the formulation and administration of educational policies and practices within their respective buildings.

C. Appropriate topics for faculty councils would include such things as disciplinary policy, acquisition and use of teacher aids and paraprofessionals, role of consultants and the implementation of curriculum plans; but not limited to these. The chairperson will publish an agenda prior to the meeting.

D. Meetings will be open and may be attended by other faculty members providing they are free of other duties.

ARTICLE XI - GRIEVANCE

The Board of Education of the Irvington Union Free School District, Town of Greenburgh, and the Irvington Faculty Association do hereby establish and adopt the following procedures for the orderly settlement of any grievances of the full-time professional staff.

A. Declaration of Policy

It is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of any differences, promptly and fairly, as they arise and to assure equitable and proper treatment of the members of the full-time professional staff pursuant to established rules, regulations and policies of the District.

B. Definitions

The following definitions are for use in this Article XI:

1. Teacher shall mean any member of the Irvington Faculty as defined in Article I of this Agreement.
2. Administrator shall mean the principal to whom the teacher is directly responsible.
3. Chief School Administrator shall mean the Superintendent of Schools.
4. Representative shall mean the person or persons authorized by the aggrieved employees as his or her counsel or to act and speak on his or her behalf. Representative may include a member of the Executive Council of the IFA. This authorization must be in writing. The representative may be charged by further written authorization by the aggrieved employee.
5. Committee shall mean the Irvington Faculty Association Grievance Committee.
6. Grievance shall mean any claimed violation, misinterpretation or inequitable application of the specific terms of this Agreement.

7. The provision of the Education Law, Section 3813 shall not apply to the Grievance and Arbitration procedures of this contract.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of difference in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A teacher or his or her representative shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. All hearings held prior to the review stage shall be strictly confidential.
3. A teacher shall have the right to be represented at any stage of the procedures by a person or persons of his or her own choice and/or by the Committee at the formal and review stages. The Committee shall consist of three (3) teachers elected by the Irvington Faculty Association. All meetings held to resolve a grievance shall be open to the representatives of the aggrieved employee.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. It shall be the responsibility of the Chief School Administrator to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him or her and make a determination within the authority delegated to him or her within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under this Agreement which relate to or affect the teacher in the performance of his or her assignment. These procedures are not designated to be used for changing such rules or establishing new ones.

D. Procedures

1. Informal Stage

The aggrieved party shall orally present his or her grievance to the administrator to whom the teacher is directly responsible. The grievance must be presented within sixty (60) school days from the date the aggrieved teacher or his or her representative knew or should have known of the facts giving rise to the grievance. Such administrator shall orally and informally discuss the grievance with the aggrieved teacher. The administrator shall render his/her determination to the aggrieved teacher or representative within five (5) school days after the grievance has been presented

to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved teacher or representative may proceed to the formal stage.

2. Formal Stage

- a. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved teacher or representative may make a written request to the Chief School Administrator or his or her designee for a review and determination. If the Chief School Administrator designates a person to act on his or her behalf, he or she shall also delegate authority to render a determination on his or her behalf.
- b. The Chief School Administrator or his or her designee shall immediately notify the aggrieved teacher or representative, his or her administrator and any other person previously rendering determination in the case to submit written statements to him within five (5) days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered. These statements and facts shall be opened to the Committee whenever said Committee has been requested by the aggrieved employee or representative to act on his or her behalf.
- c. If either party requests a formal hearing in the written statement submitted by him or her in accordance with paragraph "b" above, the Chief School

Administrator or his or her designee shall notify all parties concerned, including the Committee, of the time and place of such formal hearing. At said hearing such parties may appear and present oral and written statements supplementing their positions in the case. Such hearing shall be held within five (5) days of receipt of the written statements submitted pursuant to paragraph "b" above.

d. The Chief School administrator or his or her designee shall render his or her determination within ten (10) school days after the written statements submitted pursuant to paragraph "b" above have been presented to him or her.

e. If the grievance is not satisfactorily resolved at this stage, the aggrieved teacher or representative may proceed to the review stage.

3. Review Stage

The aggrieved teacher or representative may, within five (5) school days of the final determination by the Chief School Administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case, including those of the Committee, shall be submitted to the President of the Board of Education by the Chief School Administrator. The Board of Education may hold a hearing to obtain further information regarding the case. Either the Board

or the aggrieved teacher or representative shall render a final decision within twenty (20) calendar days after receiving the request for review, except that if the request for review is received in June, July or August or any year, the time limit shall be thirty (30) calendar days.

4. Arbitration

- a. The arbitrator will be selected from a list supplied by the American Arbitration Association and shall be an experienced impartial person competent and familiar with school problems and shall be mutually acceptable to the Board of Education and the aggrieved teacher or his or her representative, subject to the rules of the A.A.A. The cost of the arbitrator shall be borne equally by the Board and the Association.
- b. If not settled pursuant to the foregoing procedure, the grievant or representative may submit, upon written notice within ten (10) days after the receipt of the determination of the review stage, the grievance to an arbitrator for decision. If the grievance involves a dispute as to the interpretation or application of the terms and conditions of this Agreement, either party may request interpretation of the provision of the Agreement which is in dispute in an arbitration which shall be final and binding upon the parties thereto only with respect to that part of the arbitrator's award which decides the issue

of interpretation. The arbitrator shall be so advised in the written statement referred to herein in the appeal procedure. The appeal shall be taken by submitting to the arbitrator, via the secretary/clerk to the Board, a written statement signed by the employee making the appeal.

- c. The arbitrator shall hold a hearing within fourteen (14) days after receiving the written request for review. This time limit may be extended by mutual agreement of the parties involved. The arbitrator shall give at least five (5) days notice of time and place of such hearing to the employee, the employee's representative, if any, and the supervisor or Program Chairperson, the Chief School Administrator, Board members, and the Faculty Association, all of whom shall be entitled to be present at the hearing.
- d. The arbitrator shall make his or her report, in writing, within seven (7) days after the close of the hearing. He or she shall immediately file his or her report and the written summary of the proceedings with the Secretary of the Board. The arbitrator shall, at the time, send a copy of his or her summary findings to the employee, the employee's representative, if any, the supervisor or department chairperson, the Chief School Administrator, and the President of the Association. The report shall include a statement of the arbitrator's findings of

fact, conclusions, recommendations and, in the case of binding arbitration, the decision as to interpretation of the provision of the written agreement which is in dispute between the parties.

- e. If the grievance involves any matter or question other than the interpretation or application of this Agreement, the Board has the legal responsibility to make a determination. However, the Board pledges to give careful consideration of and be guided by the recommendations of the arbitrator in exercising this responsibility. Action will be taken within thirty (30) days.

ARTICLE XII - NEW TEACHER ORIENTATION

- A. New teachers will be required to attend an orientation prior to the start of the school year, in accordance with the calendar established for the next school year. The orientation will be conducted by the administration and the Program Chairpersons and any others deemed necessary by the Superintendent of Schools.
- B. The purpose of the orientation shall be to acquaint the new teachers with the philosophy of the Irvington school system and with specific policies, program and procedures.

- C. A representative of the Irvington Faculty Association will be given time to distribute and explain an information packet. The time allowed will be agreed upon between the Superintendent of Schools and the Irvington Faculty Association before the establishment of an agenda for the orientation.
- D. New teachers will be provided with a copy of the contract and be apprised of available benefits by the administration and/or business office.

ARTICLE XIII - TENURE AND TEACHER EVALUATION

A. Non-Tenured Teachers - Evaluation and Tenure

1. Non-Tenured Teacher Meetings

Meetings will be held with non-tenured teachers during their probationary period for the purpose of discussing teaching techniques, problems, philosophy, etc. The meeting will be held as often as is deemed necessary and practical.

2. Evaluation of Non-Tenured Teachers

- a. At least one (1) written comprehensive evaluation of the teacher's performance (including at least two classroom observations) will be made each year and included in the personnel file.

- b. The purpose of these evaluations shall be to improve teaching techniques and to insure quality teaching.
- c. The evaluations will be prepared by the building principal with the participation of the Program Chairperson, where appropriate.
- d. A conference will be held with the teacher as soon as practical after the evaluation, not to exceed two (2) days except in extenuating circumstances.
- e. A copy of the written report will be given to the teacher to be signed before it is put into the personnel record. The signature is to indicate that the teacher has been given the report, not that he agrees with it; the teacher will be given the opportunity to comment in writing on the report; the report and the teacher comments will both go into the personnel file.
- f. Criteria for evaluation of teachers will continue to be developed by teachers and administrators and will be placed in the policy book.
- g. The observations will be performed by the building principals and/or Superintendent of Schools or designee and, where appropriate, the Program Chairperson.

- h. A written report will be completed after each observation. The same procedures will be followed for observations: conference, teacher signature and opportunity for comment in writing.

3. Procedure During the Probationary Period

- a. It is the responsibility of the administration to counsel a teacher and to promote improvement of he or her level of competence.
- b. Special conferences will be held with those teachers whose performance is judged to be less than satisfactory in December or January and April or May of each year of the probationary period. This does not preclude the possibility of other conferences during the year.
- c. The purpose of the conference will be to inform the teacher of the situation and of his or her need to take action to improve weaknesses, and to provide appropriate recommendations for improvement of performance.
- d. If a teacher in the final year of his or her probationary period is not going to be recommended for tenure, he or she will be notified at least

thirty (3) days before the Board of Education is asked to act on the Superintendent of School's recommendation.

- e. If a probationary teacher is to be dismissed after three (3) years, reasons will be given in writing, and an interview with the Board of Education will be held if requested. The Superintendent of Schools will notify the teacher if he or she is not to be recommended for tenure at least six (6) months prior to the expiration of the teacher's probationary period of employment.
- f. Where possible and practical, the Board will make every effort to dismiss a probationary teacher where performance is not satisfactory by the end of the penultimate year of probation.
- g. Reasons for denial of tenure will be given in writing if requested by the teacher.
- h. Teachers granted tenure will be officially notified by the Board of Education.

B. Tenured Teachers - Evaluation

1. At least one (1) comprehensive evaluation, not necessarily based on classroom observation(s), will be made every two (2) years.
2. The same procedure will be followed as with non-tenured teachers; conference; signature; opportunity for comment.

ARTICLE XIV - PERSONNEL FILES

- A. Teachers will have the right to include written responses to all supervisory evaluations placed in the personnel file. Such a response will be submitted before inclusion in the personnel file within fifteen (15) calendar days of receipt of the evaluation with the understanding that responses to evaluations received after June 1, will not be due until September 15.
- B. Personnel records will be open for inspection at the request of the teacher, with no items withheld except those received in confidence in relation to the employment of the teacher.
- C. Teachers will to be notified of any additions to their personnel files and fill acknowledge notification by signature.

ARTICLE XV - NON-TEACHING DUTIES

The Board and the Association recognize that the primary duty and responsibility of teachers is to teach. The Board will make every effort, within the limits of New York State Law, to insure that non-teaching duties such as study hall, lunch duty, playground duty, bus duty, etc., are minimized and assigned on an equitable basis in order that teachers may devote maximum time to teaching.

ARTICLE XVI - SCHOOL DAY

A. Effective July 1, 1999, the teacher's workday will not exceed seven (7) hours fifteen (15) minutes, including lunch but exclusive of after school meetings. In addition, the Board and the teachers recognize that teachers have a responsibility to remain beyond the conclusion of classes in order to be available to meet with students. All teachers will have a daily preparation period averaging forty (40) minutes but no less than thirty (30) minutes, exclusive of the lunch period. Within such limitations, the starting and finishing times of the workday will be determined by the Administration, but any change will be made only after consultation with the Association.

B. Effective July 1, 1999, the teacher's workday at the Elementary and Middle School Level shall be increased from seven (7) hours to seven (7) hours and fifteen (15) minutes, including lunch and exclusive of afterschool meetings. The additional time shall be used for professional purposes

such as, but not limited to collaboration, team planning, conferences with parents, conferences about students, curriculum work and staff development.

C. Effective July 1, 1999, a staff development committee comprised of teachers and administrators shall meet at least once per school year to identify and reach by consensus priorities for the use of pooled time at the Elementary and Middle School Levels.

D. Last Day of School (Elementary)

Effective July 1, 1999, the last day of school (elementary) at the end of the school year shall be a day of teacher attendance only to be used for completing end-of-year responsibilities and professional obligations.

ARTICLE XVII - CLASS SIZE

The Board and the teachers recognize that it is desirable to maintain class size at a level which will allow teachers to achieve the goal of reaching every student. The Board will consider the recommendations of teachers and will make every effort to determine class size according to the needs of pupils.

ARTICLE XVIII - JOB SECURITY

- A. Notification in writing, of assignments for the following year will be made by the close of the school year, except when extenuating circumstances necessitate a change. The notification will be made by the administrator as soon as possible.

- B. The Association recognizes that the Board has demonstrated its good faith in maintaining an educational system and professional staff of the highest quality. The Board pledges its commitment to the continuance of this policy. The Board shares a concern of the Association over possible staff reductions. In the event any elimination of a teaching position will result in the loss of employment of a teacher, the Board will give serious consideration to the employment of such teacher in other tenure areas for which the teacher is certified, or certifiable within one (1) year of the abolishment of the position that the teacher held, if an opening exists through the September immediately following the termination of the teacher's service. If the teacher is not appointed to the opening he or she shall upon request be entitled to a statement of reasons for the denial of appointment to the opening.

- C. The word "certifiable" in paragraph "B" above, shall mean that it is physically possible for a teacher to obtain the certification within one (1) year of the abolishment of the position, i.e., there is enough time to take courses required for the certification. The teacher must

inform the Superintendent of Schools in writing of his or her commitment to obtain certification within the time set forth in paragraph "B" above.

ARTICLE XIX - TEACHING LOAD

The Board and the Association agree that the present practices regarding teacher load are educationally sound and should be maintained if at all possible. These practices provide for the following goals:

Secondary School

Five (5) classes or less per day for all teachers except English and Social Studies.

Four (4) classes or one hundred (100) students per day for English and Social Studies teachers.

Under normal circumstances, however, a teacher will not be assigned to more than twenty-five (25) teaching periods per week.

The number of lesson preparations for different courses shall optimally be no more than three per day although it is recognized that the prior teaching experience of a teacher or the special needs of the curriculum may render this goal difficult to obtain.

Middle School

Five (5) teaching periods, one (1) preparation period, and the remainder of the day to be spent on program planning, student supervision and working with and assisting students. (Such activities could include enrichment period and team planning period.) The activities other than the five (5) teaching periods shall not require lesson planning.

Under normal circumstances, however, a teacher will not be assigned to more than twenty-five (25) teaching periods per week.

Class Coverage

In the event that classroom teachers in a building are absent and a substitute cannot be obtained following reasonable efforts to do so, teachers may be assigned to cover the classes of an absent teacher during one of their preparation periods. For this assignment, compensation will be \$30.00 per period.

ARTICLE XX - ADMINISTRATIVE POSITIONS

- A. Notification of any regular administrative openings will be given to the faculty. The notice shall describe the position and the duties.
- B. Teachers will be given sufficient time (at least thirty [30] days) in which to apply for the position.

- C. Openings during the Summer will be announced by a mailing to the teachers.

ARTICLE XXI - SCHOOL CALENDAR

The School calendar shall be constructed annually by a committee consisting of the representatives of the administration and the faculty. The committee shall be chaired by the Superintendent of Schools and will consist of the other members of the administration chosen by the Superintendent of Schools. The final approval of the calendar will rest with the Board. Changes in the school calendar will be discussed with the Faculty Association representatives, but the Board will have the final authority to approve or disapprove any proposed changes.

ARTICLE XXII - PHYSICAL EXAMINATIONS

- A. Teachers will be given a physical examination at school district expense by the school physician at the following times:
1. At the time of hiring before commencement of services, unless waived to a later date by Superintendent of Schools.
 2. When eligible for tenure within thirty (30) days of notification from office that examination is required.
- B. The physical examination will be specified in Schedule G.

- C. The teacher may choose to have the physical exam performed by his or her own physician, with the teacher paying any cost in excess of that paid to the school physician. The Board will send payment to the teacher's physician upon receipt of a statement from the school physician that the exam has been completed.
- D. All information regarding the physical shall be kept confidential. The physical reports will be retained in the school physician's file.

ARTICLE XXIII - PROFESSIONAL ETHICS COMMITTEE

The Association recognizes its responsibility to foster and promote high professional standards and ethics. The Association shall establish a professional standards and ethics committee with the objective of maintaining high professional standards among the teachers in the Irvington Public Schools.

ARTICLE XXIV - ACADEMIC FREEDOM

Both parties seek to educate young people in the tradition of democracy to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of a respect for the Constitution, including the Bill of Rights. It is recognized that these values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for both teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers and no special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas in all branches of learning, subject only to accepted standards of professional education responsibility, the statutes of the State of New York and the established curriculum. It is recognized that the exercise of academic freedom entails a corresponding burden of academic responsibility to maintain the academic freedom of all people, to encourage the presentation of all points of view and to preserve the boundaries of propriety and good taste.

ARTICLE XXV - TEACHERS' RIGHTS

- A. The provisions of this Agreement and the wages, hours terms and conditions or employment shall not be applied in any arbitrary or capricious manner, nor shall they be applied so as to discriminate directly or indirectly against any teacher because of race, creed, religion, color, national origin, age, sex or marital status.
- B. Teachers shall have the right to remove students from the classroom for abusive language or behavior which interferes with the learning process. Such students will be sent to a place(s) designated by the Superintendent of Schools.
- C. The Board will pay for all property damage, medical and hospital bills (beyond health insurance) which results from any student action or student assault provided such teacher at

the time of the accident or injury was acting in discharge of his or her duties within the scope of his or her employment and/or under the orders or direction of the Board of Education.

- D. The teacher will receive full pay for any time absent from the job as a result of such student action, with no loss of sick days, provided such teacher at the time of accident or injury was acting in discharge of her or her duties within the scope of his or her employment and/or under the order or direction of the Board of Education. Any workers' compensation therefore will be paid by the Board of Education.

- E. The Board agrees to save harmless and protect teachers from financial loss, and will provide for their defense, arising out of any claim, demand, suit or judgement by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or about the school building, provided such teacher at the time of the accident or injury was acting in the discharge or his or her duties, within the scope of his or her employment and/or under the orders or direction of the Board. The Board shall not be subject to this duty unless the teacher shall within ten (10) days of the time he or she is served with any summons, complaint, process, notice, demand or pleading, deliver the original or copy of the same to the Board.

ARTICLE XXI - PREVIOUS PRACTICE CLAUSE

All conditions of employment which have been the practice in effect within the District prior to the time this contract becomes effective shall be maintained for the life of this contract except where otherwise specified by the specific terms and conditions of this contract.

ARTICLE XXVII - TAX SHELTERED ANNUITIES

The Board agrees to make payroll deductions enabling employees to purchase Tax Sheltered Annuities (TSA). The business official of the School District is authorized to approve on behalf of the Board applications from employees for agreements with the School District for reductions in contract salary to be remitted to TSA's. These applications as well as any changes will be accepted at any time during the school year. A teacher may withdraw from a TSA at any time during the school year.

ARTICLE XXVIII - U.S. SAVINGS BOND AND CREDIT UNION

- A. The Board shall agree to make payroll deductions enabling employees to purchase U.S. Savings Bonds.

- B. Teachers may elect salary deduction for credit union deposits. The IFA shall be responsible for any start-up arrangements.

ARTICLE XXIX - DUES DEDUCTION

- A. The Board agrees to deduct from the salary of all employees who are members of the Association covered by this Agreement dues of the Irvington Faculty Association, New York State United Teachers, N.E.A. and A.F.T., and Westchester County Teachers' Association for those who voluntarily and individually authorize the Board to deduct and to transmit these monies to the Irvington Faculty Association. Employee's authorization shall be in writing and in a manner consistent with law.
- B. Deductions shall be made on twelve (12) payroll checks commencing September 30 at the latest. Funds thus collected shall be transmitted monthly to the Irvington Faculty Association.
- C. Deductions authorized by any employee shall continue as authorized until such employee notifies the Board in writing as to his or her desire to discontinue or to change authorization.
- D. The Irvington Faculty Association assumes full responsibility for the disposition of the funds so deducted once they are turned over.

ARTICLE XXX - AGENCY FEE

- A. An agency fee, pursuant to Section 208.3(b) of the Civil Service Law will be charged to members of the bargaining unit at such times as they are not members of the Association and not paying dues to the Association.
- B. Agency fee deductions shall be made in accordance with paragraphs B, C and D of Article XXIX above.

ARTICLE XXXI - PARENT-TEACHER CONFERENCES

The Board and teachers agree that parent-teacher conferences are an important part of the educational process. Conferences will continue to be scheduled during the regular school day according to past practice. Effective July 1, 1999 there will be at the Elementary Level (K-5), two additional evening parent-teacher conferences. One of the evening parent-teacher conferences will be scheduled in the Fall and the other in the Spring. Each evening parent-teacher conference shall not exceed three (3) hours in duration.

ARTICLE XXXII - STATUTORY PROVISION

Notice as provided by Section 204-a of the New York State Employees Fair Employment Act:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONALS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XXXIII - DISTRIBUTION OF CONTRACT

A copy of this contract, and any amendments thereto shall be distributed to all teachers and shall be filed with the Public Employment Relations Board, State Education Department and the Clerk of the School District within fifteen (15) days after their execution. The contract shall be open to public inspection at reasonable times, at the office of the District Clerk.

ARTICLE XXIV - STAFF DEVELOPMENT COMMITTEE

The Staff Development Committee shall elect its own chairperson.

ARTICLE XXXV - DURATION OF CONTRACT

The provisions of this Agreement shall be effective as of July 1, 1997 and shall remain in effect until June 30, 2002, except as otherwise provided in this Agreement. Agreements contained herein shall not be subject to negotiations during the length of this contract.

IN WITNESS WHEREOF, the parties have herewith set their hands and seals this _____
day of June, 1999.

**BOARD OF EDUCATION
IRVINGTON UNION FREE SCHOOL DISTRICT
TOWN OF GREENBURGH, IRVINGTON
NEW YORK**

By: _____
President

IRVINGTON FACULTY ASSOCIATION

By: _____
President